

INSTRUCTIONS TO ESCROW
(Promotional Gifts)

RE 609 (Rev. 12/87)


Subdivider, _____, has transmitted herewith to _____ (Escrow Depository) as trustee (☐ surety bond, ☐ letter of credit or ☐ cash deposit) hereinafter "security," in the amount of _____ dollars.

This security is given in compliance with the Regulations of the California Department of Real Estate (DRE) for the fulfillment of the obligation of Subdivider to award major gifts offered in a promotion for the sale of the subdivision know as _____, County of _____, State of _____, DRE File No. _____.

The security shall remain in the custody of Escrow Depository until (1) Subdivider has provided to Escrow Depository and the California Department of Real Estate documentary proof that all major gifts available in said promotion have been awarded, or (2) until _____ when the promotion has terminated and no further major gifts may be claimed, whichever first occurs, provided that in the event of (2) herein, Subdivider shall submit documentary proof to Escrow Depository and to the California Department of Real Estate that major gifts claimed prior to the expiration of the promotion on _____ were awarded and delivered to the persons entitled to receive the same. Escrow shall not release the security nor terminate the escrow unless and until it shall receive written acknowledgment from California Department of Real Estate that such documentary proof is satisfactory to California Department of Real Estate.


In the event of a dispute between Subdivider and any claimant (of any major gift offered in said promotion) with respect to the awarding and delivery of major gift, the issue or issues shall, at the request of either party, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) before an arbitrator selected from the panels of the arbitrators of AAA. In the event of referral to arbitration, Subdivider will remit the fee to initiate the arbitration.

Subdivider and Escrow Depository further agree to abide by the determination of the arbitrator with respect to the exoneration or release of the security.

SIGNATURE OF SUBDIVIDER		DATE	
			
PRINTED NAME OF SUBDIVIDER	TITLE		
ADDRESS	CITY	STATE	ZIP CODE

ESCROW DEPOSITORY

Escrow Depository acknowledges that it holds the above security and acknowledges receipt of an executed copy of the above instructions and agrees to carry out the terms thereof.

ESCROW DEPOSITORY EXECUTES		DATE	
			
PRINTED NAME OF SIGNER	TITLE		
ADDRESS OF ESCROW DEPOSITORY	CITY	STATE	ZIP CODE